

Privacy Policy

Modified: July 10, 2022

This Privacy Policy, as amended or otherwise changed from time to time (this "**Privacy Policy**"), explains the manner in which D³ Crypto Gaming, its subsidiaries, parent companies, affiliates, and other entities under common ownership including, but not limited to, all websites that link this Privacy Policy ("**D³ Crypto Gaming**", "**D3 Crypto Gaming**", "**D³**", "**D3**", "**we**", "**us**", or "**our**") collects, uses, maintains and discloses user information obtained through its websites, applications, brands, services and products (collectively, "**Services**"). Whenever you access or use the Services, you accept the terms and conditions of this Privacy Policy. If you do not agree with or you are not comfortable with any aspect of this Privacy Policy, you should immediately discontinue access or use of the Services.

Privacy Policy Updates and Changes

On occasion, D³ Crypto Gaming may update and change this Privacy Policy to reflect changes in law, our personal data collection and use practices, the features available through the Services, or advances in technology. If material changes are made to this Privacy Policy, the changes will be prominently posted on our websites and applications. Capitalized terms not defined herein shall have the meanings ascribed to them in D³ Crypto Gaming's Terms and Conditions.

Pertinent Definitions

"**Personal Data**" means data you may give D³ to identify or contact you, including, for example, your name, address, User ID, telephone number, e-mail address, blockchain addresses, as well as any other non-public information about you that is associated with or linked to any of the foregoing data.

"**Personally Identifiable Information**" means Personal Data you may give D³, which when combined may identify you as an individual, for example, your name, address, telephone number, date of birth, as well as any other non-public information about

you that is associated with or linked closely to any of the foregoing data.

"Anonymous Data" means data that is not associated with or linked to your Personal Data; Anonymous Data does not, by itself, permit the identification of individual persons.

Lawful Basis for Processing

We only collect and process Personal Data about you where we have lawful bases to do so. Lawful bases include consent where you have given consent, contract, and legitimate interests.

Information We Collect

- We may collect Personal Data from you, such as your blockchain address, e-mail, User ID, and password when you register for an account on the Services ("Account") or otherwise use the Services.
- If you tell us where you are (e.g., by allowing your mobile device or computer to send us your location), we may store that information through Google Analytics.
- We may collect your Personal Data, such as your User ID and it may be used to track you across devices and connect you to alternative datasets that we have, including but not limited to, discord data, your blockchain address, and Service related data.
- If you provide us feedback or contact us via e-mail, message chat or similar functionality, we will collect your name and e-mail address, as well as any other content included in the communication, in order to send you a reply.
- Transactional information when you request information or purchase a product or service from us.
- We also collect other types of Personal Data that you provide to us voluntarily when seeking support services, such as email, information submitted via online form, video conferencing service information, other contact information, or other information provided to support services staff.
- We may collect other data, including but not limited to, referral URLs, your location, blockchain analytics information related to blockchain addresses you provide.

Some information may be collected automatically by our servers:

- Our servers (which may be hosted by a third party service provider) may collect information from you, including your browser type, operating system, Internet Protocol ("IP") address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.
- As is true of most websites, we may gather certain information automatically and store it in log files. This information may include IP addresses, browser type, Internet service provider ("ISP"), referring/exit pages, operating system, date/time stamp, and clickstream data.
- Like many online services, we use cookies to collect information. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing the website.
- We retain information on your behalf, such as transactional data and other session data linked to your Account.

How We Use Your Information

We will only use your Personal Data when the law allows. Please note that we may process your Personal Data without your knowledge or consent where this is required or permitted by law. In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better. We use your Personal Data in the following ways:

- facilitate the creation of and secure your Account on the network;
- identify you and perform identity verification through a service provider;
- provide improved administration of our websites and Services;
- improve the quality of experience when you interact with our websites and Services;
- send you a welcome e-mail to verify ownership of the e-mail address provided when you add one to your Account;
- send you administrative e-mail notifications, such as Account activity, transaction processing, security or support and maintenance advisories;

- identify, prevent, and report potentially suspicious, fraudulent, or illegal activities;
- notify you about important changes to our Terms and Conditions or Privacy Policy; and respond to your inquiries or other requests.
- We use IP addresses to make our website and Services more useful to you, and to perform identity verification.

All data collected automatically will be used to administer or improve our Services.

- We use IP addresses to make our website and Services more useful to you, and to perform identity verification.
- We use information from log files to analyze trends, administer the Services, track users' movements around the Services, gather demographic information about our user base as a whole, and better tailor our Services to our users' needs. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Data.
- We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience with our Services. This type of information is collected to make the Services more useful to you and to tailor the experience with us to meet your special interests and needs.

We may create Anonymous Data records from Personal Data by excluding information (such as your e-mail) that makes the data personally identifiable to you. We use this Anonymous Data to analyze request and usage patterns so that we may enhance the content and navigation of our Services. We reserve the right to use Anonymous Data and aggregated and other anonymized information for any purpose and disclose Anonymous Data to third parties at our sole discretion.

D³ does not sell Personal Data, Personally Identifiable Information, or Anonymous Data to any third party.

Retention of Personal Data.

Unless the law specifies a different retention period, we will only keep your Personal Data for the time strictly necessary to

carry out the operations for which said Data has been collected by us.

Personal Data destruction procedures and methods

In principle, we destroy the Personal Data without delay after the purpose of collection and use of Personal Data is achieved. However, this is not the case when preservation is required according to laws and regulations.

The destruction procedure and method are as follows:

- Personal Data printed on paper: shredded with a shredder or incinerate
- Personal Data stored in electronic file format: Deleted using a technical method that cannot reproduce the record.

Marketing

We strive to provide you with choices regarding certain Personal Data uses, particularly around marketing and advertising. We have established the following Personal Data control mechanisms: We may use your Personal Data to form a view on what Services we think may be of interest to you. You will receive marketing communications from us if (i) you have requested information from us; or (ii) use our Services, in each case, you have chosen to opt-in and not opted out of receiving marketing communications. We will get your express opt-in consent before we share your Personal Data with any entity outside of D³ for marketing purposes.

You acknowledge by providing your personal information in connection with receiving services from D³, that you have an established business relationship with D³. As such, you provide D³ with express consent to contact you using your personal information for all matters relative to your services with D³. You further acknowledge that this established business relationship may extend beyond the standard eighteen months from the last transaction standard. You understand that services with D³ may not have such a transaction within eighteen months, but that the relationship will still be considered as ongoing due to the specific nature of D³ services. The established business relationship which is created upon the initiation of services, and the providing of personal information to D³ shall continue for five years following the interaction with any services from D³. With respect to sales and marketing from D³ specifically,

you understand that the same existing business relationship standard applies.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us. However, where you opt out of receiving marketing messages, this will not apply to Personal Data provided to us as a result of your use of our Service, a product/service experience or other transactions.

How we Share your Information - Personal Data shared with third parties.

We disclose your Personal Data as described below and as described elsewhere in this Privacy Policy.

- It may be necessary to disclose your Personal Data to comply with any legal obligation, to defend or investigate any illegal or suspected violations of D³'s Terms and Conditions, to enforce our Terms and Conditions and this Privacy Policy, or to protect the rights, safety, and security of D³, our users, or the public.
- We may share your Personal Data with third party service providers to provide you with the Services; to conduct quality assurance testing; to facilitate creation of accounts; to provide technical support; and to verify your identity. These third party service providers are required not to use your Personal Data other than to provide the services requested by you.
- We may share some or all of your Personal Data with third parties (e.g. the purchaser or new owner) in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Data may also be transferred as a business asset. If another company acquires D³ assets, that company will possess the Personal Data collected by D³ and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.

Our Services may contain links to other third party websites which are regulated by their own privacy policies. D³ is not

responsible for the privacy policies of these third party websites even if they were accessed using the links from our Services.

Other than as stated in this Privacy Policy, D³ does not disclose any of your Personal Data to third parties unless required to do so by law enforcement, court order, or in compliance with legal reporting obligations.

Transfers outside of the EEA

We may share your Personal Data within D³ and other companies that assist in providing D³ Services which are based in various locations globally. If you are based in Europe, this will involve transferring your data outside the European Economic Area (EEA). In addition, many of our external third parties are also based outside of the EEA so their processing of your Personal Data will involve a transfer of data outside the EEA. We may transfer personal data from EEA to third countries outside of EEA, under the following conditions:

- Contractual Obligation: Where transfers are necessary to satisfy our obligation to you under our EULA, including to provide you with our services and customer support services, and to optimize D³ Crypto Gaming's Services; and
- Consent: where you have consented to the transfer of your Personal Data to a third country.

Whenever we transfer your Personal Data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your Personal Data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see [European Commission: Adequacy of the protection of personal data in non-EU countries](#).
- We may use specific contracts approved by the European Commission which give Personal Data the same protection it has in Europe. For further details, see [European Commission: Model contracts for the transfer of personal data to third countries](#).
- In respect of transfers to entities in the US, we may transfer Personal Data to them if they are part of the Privacy Shield which requires them to provide similar

protection to personal data shared between Europe and the US. For further details, see [European Commission: EU-US Privacy Shield](#).

Please contact us if you want further information on the specific mechanism used by us when transferring your Personal Data out of the EEA. If you wish to be informed about what Personal Data we hold and want it removed from our systems, please contact us at support@d3gaming.io

Updating Information

You can update your personal or account information by contacting our support team at support@d3gaming.io. We will retain your information for as long as your Account is not closed or as needed to provide you access to your Account. If you wish to close your Account, open a ticket in our support center. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our Terms and Conditions.

Cookies

We collect web browser information in order to enhance your experience on our Services and track how the Services are being used. Cookies are small data files that are stored on your computer's hard drive, and in addition to using cookies to provide you with a better user experience, we use cookies to identify and prevent fraudulent activity. The information collected can include, but is not limited to, your IP address, referral URLs, the type of device you use, your operating system, the type of browser you use, geographic location, and other session data. Cookies are not permanent and will expire after a short time period of inactivity. You may opt to deactivate your cookies, but it is important to note that you may not be able to access or use some features of our Services. Please note that D³ is not responsible and cannot be held liable for any loss resulting from your decision or inability to use such features.

Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. At this time, we do not respond to DNT signals.

Google Analytics

We use Google Analytics to collect and process data. For details on how Google uses such data, please refer to "How Google uses data when you use our partners' sites or apps" located at www.google.com/policies/privacy/partners/.

Additionally we make use of Google Analytics Advertising Features, specifically Data Collection for Google Signals. This feature allows us to collect data on our site and user traffic, which enables us to remarket that traffic through retargeting advertisements. Users may opt-out of the Google Analytics Advertising Features by using ad settings, extensions (such as those offered by Google at <https://tools.google.com/dlpage/gaoptout/>), or any other available means (such as the NAI's consumer opt-out located at <https://optout.networkadvertising.org/?c=1>).

Security of Information

We take the protection of your Personally Identifiable Information seriously. When collected, we use industry-standard data encryption technology and have implemented restrictions related to the storage of and the ability to access your Personally Identifiable Information. However, please note that no transmission over the Internet or method of electronic storage can be guaranteed to be 100% secure. Additionally, we aim to enforce internal regulations and rectify issues as soon as they are discovered.

Legal Rights Concerning Your Information

Under certain circumstances, you have rights under data protection laws in relation to your Personal Data which are set out in more detail below:

Request access	Under certain circumstances, you have rights under data protection laws in relation to your Personal Data which are set out in more detail below:
Request correction	This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us. If you need to add or change any information, you can log into your Account and make the change in

	<p>your settings. If it doesn't look like you can make the change on your own, please reach out to us at support@d3gaming.io and we will work to correct any errors.</p>
<p>Request deletion</p>	<p>This enables you to ask us to delete or remove Personal Data where there is no good reason for us to continue to process it. You also have the right to ask us to delete or remove your Personal Data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your Personal Data to comply with applicable law.</p> <p>Please note: your right of deletion would not apply for various reasons including if we need to retain your Personal Data in order to comply with a legal obligation or to establish or defend a legal claim. Where we are unable to comply with your request of deletion, we will notify you at the time of your request.</p>
<p>Object to processing</p>	<p>You have the right to object to the processing of your Personal Data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.</p>
<p>Request restriction of processing</p>	<p>This enables you to ask us to suspend the processing of your Personal Data in the following scenarios:</p> <ul style="list-style-type: none"> (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to delete it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but

	we need to verify whether we have overriding legitimate grounds to use it.
Request to transfer	If you ask us, we will provide you or a third party you have chosen, your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
Withdrawal of consent	This applies where we are relying on consent to process your Personal Data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us at support@d3gaming.io.

Accessing your Information

You will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your rights to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

California Residents

If you are a California resident, you may have certain rights with respect to your Personal Data, including the following:

- the right to know, by way of our Privacy Policy and any specific inquiries you direct to us, the source of the Personal Data we have about you, what we use that information for, whether it is being disclosed or sold, and to whom it is being disclosed or sold;
- the right, subject to certain exceptions, to have your personal information deleted from our possession or control; and
- right to opt-out from the sale of your Personal Data. As described in the section above, we do not sell Personal Data and have not done so in the past 12 months.
- right to not be discriminated against for exercising your rights under the CCPA.

California Civil Code Section 1798.83 permits California residents who use our website to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, or if you have any questions or concerns about your California privacy rights, our Privacy Policy, or our use of your personal information, please send an e-mail to support@d3gaming.io.

For all California residents, any such inquiries shall be responded to within forty-five (45) days. We must verify your identity with respect to such inquiries. Depending on the nature of the Personal Information at issue, we may require additional measures or information from you as part of that verification.

For California residents under age 18 who have publicly posted content or information, you may request and obtain removal of such content or information pursuant to California Business and Professions Code Section 22581, provided you are a registered user of any website where this Policy is posted. To make such a request, please send an email with a detailed description of the specific content or information to support@d3gaming.io.

Children's Privacy

Unfortunately, if you're under 18, you cannot use our Services without parental consent. We do not knowingly solicit or collect information from anyone under 18. If we become aware that a

person under the age of 18 has provided us with Personal Data without verification and parental consent, we will work to delete it immediately.

Contact Us

If you have any queries or complaints about our collection, use or storage of your Personal Data, or if you wish to exercise any of your rights in relation to your personal information, please contact our Data Protection Officer ("DPO") at support@d3gaming.io. We will investigate and attempt to resolve any such complaint or dispute regarding the use or disclosure of your Personal Data.

Based on the applicable laws of your country, you may have a right to request access to the Personal Data we collect from you, change, or delete the Personal Data. To request the review, update or removal of your Personal Data, please contact support@d3gaming.io.

Terms and Conditions

Terms and Conditions

Revised: July 10, 2022

These Terms and Conditions constitute the User Agreement and Terms of Service (hereafter the "Terms & Conditions") between D³ Crypto Gaming, its subsidiaries, parent companies, affiliates, and other entities under common ownership including, but not limited to, all websites that link these Terms & Conditions (referred to as "D³ Crypto Gaming", "D3 Crypto Gaming", "D³", "D3", or the "Site") and any person, customer, or entity (referred as the "User") utilizing the website or any products, features and services provided thereon ("D³ Services"). These Terms & Conditions do not create any agency, partnership, or joint venture between D³ and User. By signing up for, or otherwise using, an account through D³ or any associated websites, APIs, or mobile applications, the User consents to the Terms & Conditions. The User also agrees to D³'s Privacy Policy and Code of Conduct. These Terms & Conditions may be amended and updated from time to time at the sole discretion of D³. Revised versions will be considered effective as of the date and time posted on the D³ Site.

Age and eligibility requirements

BY USING D³ SERVICES, YOU AFFIRM THAT YOU ARE 18 YEARS OR OLDER TO ENTER INTO THESE TERMS, OR, IF YOU ARE NOT, THAT YOU ARE 13 YEARS OR OLDER AND HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THESE TERMS. Additionally, in order to use the D³ Services and access any Content, you represent that any

registration and account information that you submit to D³ is true, accurate, and complete, and you agree to keep it that way at all times.

1. D³ Services Provided by Us

We provide numerous D³ Services options. Certain D³ Services options are provided free-of-charge, while other options require payment before they can be accessed (the "Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

Third-Party applications, devices and open source software

The D³ Services may be integrated with, or may otherwise interact with, third-party applications, websites, and services ("Third-Party Applications") and third-party personal computers, mobile handsets, tablets, wearable devices, speakers, and other devices ("Devices"). Your use of such Third-Party Applications and Devices may be subject to additional terms, conditions, and policies provided to you by the applicable third party. D³ does not guarantee that Third-Party Applications and Devices will be compatible with the D³ Services.

Service limitations and modifications

We use reasonable efforts to keep the D³ Services operational and to provide you with a personalized suite of analytics. However, our service offerings and their availability may change from time to time, without liability to you; for example:

- The D³ Services may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements.
- We aim to evolve and improve the D³ Services constantly, and we may modify, suspend, or stop (permanently or temporarily) providing all or part of the D³ Services (including particular functions, features, subscription plans, and promotional offerings);
- D³ has no obligation to provide any specific content through the D³ Services, and D³ or the applicable owners may remove particular projects, analytics, NFT data, and other Content without notice.

If you have prepaid fees directly to D³ for a Paid Subscription that D³ permanently discontinues prior to the end of your Pre-Paid Period (as that term is defined in the Payments and cancellations section below), D³ will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. Your account and billing information must be up to date in order for us to refund you.

D³ has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our control.

2. Your Use of the D³ Services

Creating a D³ account

You may need to create a D³ account to use all or part of the D³ Services. Your username and password are for your personal use only and should be kept confidential. You understand that you are responsible for all use (including any unauthorized use) of your username and password. Notify our Customer Service team at support@d3gaming.io immediately if your username or password is lost or stolen, or if you believe there has been unauthorized access to your account.

D³ may reclaim, or require you to change, your username for any reason.

Your rights to use the D³ Services

Access to the D³ Services

Subject to your compliance with these Terms (including any other applicable terms and conditions), we grant to you limited, non-exclusive, revocable permission to make personal, non-commercial use of the D³ Services and the Content (collectively, "Access"). This Access shall remain in effect unless and until terminated by you or D³. You agree that you will not redistribute or transfer the D³ Services or the Content.

The D³ software applications and the Content are licensed, not sold or transferred to you, and D³ and its licensors retain ownership of all copies of the D³ software applications and Content even after installation on your Devices.

D³'s Proprietary Rights

The D³ Services and the Content are the property of D³ or D³'s licensors. All D³ trademarks, service marks, trade names, logos, domain names, and any other features of the D³ brand ("D³ Brand Features") are the sole property of D³ or its licensors. These Terms do not grant you any rights to use any D³ Brand Features whether for commercial or non-commercial use.

You agree to abide by the D³ User Guidelines and not to use the D³ Services, the Content, or any part thereof in any manner not expressly permitted by these Terms.

Payments and cancellation

Billing

You may purchase a Paid Subscription directly from D³ or through a third party either by:

- paying a subscription fee plus applicable taxes in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or
- pre-payment giving you access to the D³ Services for a specific time period ("Pre-Paid Period").

Tax rates are calculated based on the information you provide and the applicable rate at the time of your monthly charge.

If you purchase access to a Paid Subscription through a third party, separate terms and conditions with such third party may apply to your use of the D³ Services in addition to these Terms. Please contact the third party regarding any refunds or to manage your subscription.

Price and tax changes

D³ may from time to time make changes to Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes, and will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription

period following the date of the price change and, by continuing to use the D³ Services after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

Renewal and Cancellation

With the exception of Paid Subscriptions for a Pre-Paid Period, your payment to D³ or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period. Contact our Customer Support team at support@d3gaming.io for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the D³ Services. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated with your Code, or when there is an insufficient pre-paid balance to pay for the D³ Services.

User guidelines

We've established guidelines for using the D³ Services, to make sure the D³ Services stays enjoyable for everyone ("D³ Code of Conduct"). In using the D³ Services, you must comply with the D³ Code of Conduct, as well as all applicable laws, rules, and regulations, and respect the intellectual property, privacy, and other rights of third parties.

3. Customer Support, Information, Questions, and Complaints.

Customer support, information, questions, complaints

For customer support with account- and payment-related questions ("Customer Support Queries"), please use Customer Support resources listed on the About Us section of our website or email support@d3gaming.io.

If you have any questions concerning the D³ Services or these Terms (including any additional D³ terms and conditions incorporated herein), please contact D³ Customer Service by visiting the About Us section of our website or email support@d3gaming.io. You may also contact us in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

4. Problems and Disputes

Suspending and terminating the D³ Services

These Terms will continue to apply to you until terminated by either you or D³. D³ may terminate these Terms (including any additional terms and conditions incorporated herein) or suspend

your access to the D³ Services at any time if we believe you have breached any of these Terms, if we stop providing the D³ Services or any material component thereof, or as we believe necessary to comply with applicable law. If you or D³ terminate these Terms, or if D³ suspends your access to the D³ Services, you agree that D³ shall have no liability or responsibility to you, and (except as expressly provided in these Terms) D³ will not refund any amounts that you have already paid. You may terminate these Terms at any time, in which case you may not continue accessing or using the D³ Services. To learn how to terminate your D³ account, please use the Customer Support resources on our About Us page or email support@d3gaming.io.

The following sections shall survive termination: Sections 1 (The D³ Services Provided by Us), 2 (Your Use of the D³ Services) (except as set forth therein), 4 (Problems and Disputes), 5 (About These Terms), as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.

Warranty disclaimers

THE D³ SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. FURTHER, D³ AND ALL OWNERS OF THE CONTENT DISCLAIM ANY EXPRESS, IMPLIED, AND STATUTORY WARRANTIES REGARDING THE CONTENT, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER D³ NOR ANY OWNER OF CONTENT WARRANTS THAT THE D³ SERVICES OR CONTENT IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, D³ MAKES NO REPRESENTATION REGARDING, NOR DOES IT WARRANT OR ASSUME ANY RESPONSIBILITY FOR, ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE D³ SERVICES OR ANY HYPERLINKED WEBSITE, AND D³ IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM D³ SHALL CREATE ANY WARRANTY ON BEHALF OF D³. WHILE USING THE D³ SERVICES, YOU MAY HAVE ACCESS TO EXPLICIT CONTENT FILTERING FEATURES, BUT USE OF THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED AND YOU SHOULD NOT RELY ON SUCH FEATURES TO FILTER ALL EXPLICIT CONTENT. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations in this section may not apply to you.

Limitation of liability and time for filing a claim

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE D³ SERVICES IS TO UNINSTALL ANY D³ SOFTWARE AND TO STOP USING THE D³ SERVICES. YOU AGREE THAT D³ HAS NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE D³

SERVICES, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO D³, FOR ANY PROBLEMS OR DISSATISFACTION WITH ANY THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL OR STOP USING SUCH THIRD-PARTY APPLICATIONS. IN NO EVENT WILL D³, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE D³ SERVICES, DEVICES, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER D³ HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE D³ SERVICES, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT MORE THAN THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO D³ DURING THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM.

For clarification, these Terms do not limit D³'s liability for fraud, fraudulent misrepresentation, death or personal injury to the extent that applicable law would prohibit such a limitation. ANY CLAIM ARISING UNDER THESE TERMS MUST BE COMMENCED (BY FILING A DEMAND FOR ARBITRATION OR FILING AN INDIVIDUAL ACTION UNDER THE ARBITRATION AGREEMENT BELOW) WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

Third party rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of these Terms and have the right to enforce these Terms directly against you. Other than as set out in this section, these Terms are not intended to grant rights to anyone except you and D³, and in no event shall these Terms create any third-party beneficiary rights.

Indemnification

You agree to indemnify and hold D³ harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of any of these Terms (including any additional D³ terms and conditions incorporated herein); (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the D³ Services; and (4) your violation of any law or the rights of a third party.

Governing law, mandatory arbitration and venue

Governing law and jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of the State of California, United States of America, without regard to California's choice or conflicts of law principles. Further, you and D³ agree to the jurisdiction of the federal and state courts located in Northern California, California, to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or the D³ Services that is not subject to mandatory arbitration under the Arbitration Agreement below, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

ARBITRATION AGREEMENT

This Arbitration Agreement section sets forth the terms and conditions pursuant to which disputes, claims and controversies between you and D³ will be resolved through arbitration ("Arbitration Agreement").

Dispute resolution and arbitration

You and D³ agree that any dispute, claim, or controversy between you and D³ arising in connection with or relating in any way to these Terms or to your relationship with D³ as a user of the D³ Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory binding individual (not class) arbitration. You and D³ further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees and costs only where allowable under applicable law), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Terms.

Exceptions

You and D³ both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action (1) in a U.S. small claims court or (2) in a court of law, in accordance with the jurisdiction and venue described in the Dispute Resolution and Arbitration section above, seeking (a) only temporary or preliminary individualized injunctive relief, pending a final ruling from the arbitrator or (b) public injunctive relief, pending a ruling on the substance of such claim from the arbitrator. In addition, this Arbitration Agreement doesn't stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

No class Or representative proceedings; class action waiver

YOU AND D³ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN

ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and D³ agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

5. About These Terms

Under applicable law, you may have certain rights that can't be limited by a contract. These Terms are in no way intended to restrict those rights.

Changes

We may make changes to these Terms (including any additional D³ terms and conditions incorporated by reference herein) from time to time by notifying you of such changes by any reasonable means, including by posting the revised Terms on the applicable D³ Services (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message or other prominent notice within the Service, or other means). Any such changes will not apply to any dispute between you and us arising prior to the date on which the Terms were changed. Your use of the D³ Services following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the D³ Services under the updated Terms, you may terminate your account by contacting us. The effective date set forth at the top of this document indicates when these Terms were last changed.

Entire agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and D³, these Terms constitute all the terms and conditions agreed upon between you and D³ and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral. As noted above, other terms and conditions governing use of the D³ Services are incorporated herein by reference, including the following terms and conditions: [the D³ Privacy Policy](#).

Severability and waiver

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by D³ or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive D³'s or the applicable third-party beneficiary's right to do so.

Assignment

D³ may assign any or all of these Terms, and may assign or delegate, in whole or in part, any of its rights or obligations under these Terms. You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.